ELEKTROMETAL PLUS
Br. 32/24
Datum: 12.3.2024 god.
VRŠAC

Annex no.02 to Subcontract of Indoor Electrical Installation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN – SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA

(hereinafter, the Annex No 02)

Concluded in Novi Sad, 11th March 2024 between :

China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Vladimira Nikolica street 18, Zemun, apartment number 3, at ground floor, with registration no: 29510016 and tax identification no: 111359400, legally represented by Mr. Xu Guanghong (hereinafter also referred to as:"**Party A**")

and

Elektrometal Plus LLC Vršac, duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Vojvode Knićanina 4, Vršac, Serbia, with registration no: 20607793 and tax identification no: 106467556, legally represented by Mr. Mihalj Kovač (hereinafter also referred to as: „**Party B**"), Party B's account:OTP Banka Srbija AD 325-9500500113208-72.

Party A and Party B hereinafter may be referred to as the „Parties"

1. PREAMBLE

1.1. Parties entered into Subcontract of Indoor Electrical Installation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN-SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA, hereinafter referred to as "The Subcontract", on 01.06.2023. year

1.2. Parties entered into Annex No.01 of the Subcontract on 05th June 2023

1.3. With Annex No.02 the Parties have agreed to introduce changes to the Subcontract and changed corresponding Articles.
Annex No.02 shall form an integral part of Subcontract and shall be read and interpreted accordingly.

Article 1.

The Parties agree to concluding of this Annex No.o2 of the Subcontract and agree that, for objective reasons, i.e. due to a change in circumstances that occurred through no fault of Party B and beyond the control of the same party, which Party B could not reasonably avoid or overcome or secure from them before their occurrence, and cannot essentially be attributed to it, it is necessary to prolong the deadline for the performance of Subcontracting works from the Subcontract and stipulate a new dynamic work plan in accordance with the corrected construction plan.

In this sense, in article 6. part of paragraph 1. of the Subcontract is amended so that instead:

„Party B shall make a corresponding dynamic plan according to Party A's construction nodes. Party B promises to complete the subcontracted works and all the commissioning and acceptance work before January 31st, 2024, and cooperate with the Railway Infrastructure of Serbia for the final commissioning and acceptance work before the facilities are put into use. In case of any change in the construction period due to unforeseen causes, both Parties shall negotiate for a solution."

now it reads:

„Party B shall make a corresponding dynamic plan according to Party A's construction nodes. Party B promises to complete the subcontracted works and all the commissioning and acceptance work before August 1st, 2024, and cooperate with the Railway Infrastructure of Serbia for the final commissioning and acceptance work before the facilities are put into use. In case of any change in the construction period due to unforeseen causes, both Parties shall negotiate for a solution."

The remaining text of the Subcontract remains unchanged.

Article 2.

Party A will submit to Party B, after the conclusion of this Annex No.02, a new corrected construction plan, and Party B will, in accordance with it, prepare a new proposal for a dynamic work plan, whereby both contracting parties will prepare the mentioned plans taking into account the existing circumstances that led until the impossibility of completing the works within the period provided in the Subcontract.

Article 3.

Other provisions of the Subcontract are not changed and have legal effect with the changes made in this Annex No.02 of the Subcontract.

Article 4.

All possible disputes arising in connection with the execution of this Annex No.02 shall be resolved by the Parties.

If the dispute is not resolved in the manner provided for in paragraph 1 of this article, the Parties shall resolve the dispute in accordance with Article 13.1 of the Subcontract.

Article 5.

This Annex No.02 of the Subcontract is made in 6 (six) counterparts, with four held Party A and two held Party B.

Party A:	Party B:
„China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD"	Elektrometal plus doo
Direktor Xu Guanghong	Direktor, Mihalj Kovač